

ORIGINAL

WHEN RECORDED MAIL TO:
Commerce Bank, N.A.
2000 Crawford Place Suite 100
Mt. Laurel, NJ 08054



Received & Recorded Mortgage-2
Union County, NJ Inst# 311847
5/14/2004 11:12
Joanne Rajoppi
County Clerk Consider. .00
RT Fee .00

Operator
GAL

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Tomsa Construction Corp, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the New Jersey Industrial Site Recovery Act, NJSA Section 13:1K-9 ("ISRA"), the New Jersey Spill Compensation and Control Act, NJSA 58:10-23.11, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Joseph DiBlasi and Krystyna DiBlasi.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Grantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all obligations of Grantor under the Guaranty, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the obligations under the Guaranty and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Commerce Bank/Shore, N.A., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated June 18, 2003, in the original principal amount of \$500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$500,000.00.

THIS MORTGAGE dated June 18, 2003, is made and executed between Joseph DiBlasi and Krystyna DiBlasi whose address is 445 David Terrace, Union, NJ 07083 (referred to below as "Grantor") and Commerce Bank/Shore, N.A., whose address is 1101 Hooper Avenue, CN - 2050, Toms River, NJ 08754 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Union County, State of New Jersey:

The Real Property is designated on the official tax map for the Township of Union, County of Union, State of New Jersey as Lot no. 10, Block no. 2718, and is more fully described in Exhibit "A" attached hereto and made a part here of

The Real Property or its address is commonly known as 445 David Terrace, Union, NJ 07083.

CROSS-COLLATERALIZATION. In addition to the Guaranty, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of

445-2087-1900

EXHIBIT "A"

BEGINNING at a point in the southerly side line of David Avenue (also known as David Terrace) which point is distant 69.87 feet westerly from the intersection of said southerly side line of David Avenue with the westerly side line of Andress Terrace; thence; thence

- (1) South 5 degrees 4 minutes West, 100 feet to a point; thence
- (2) South 84 degrees 56 minutes East, 79.32 feet to a point in the westerly side line of Andress Terrace; thence
- (3) North 0 degrees 20 minutes West along said westerly side line of Andress Terrace 100.45 feet; thence
- (4) North 84 degrees 56 minutes West along said southerly side line of David Avenue (also known as David Terrace) 69.87 feet to the Point and Place of BEGINNING.

BEING the easterly 5 feet of Lot 1682 and all of Lots #1683 and 1684 as shown on "Map of Floyd's Village Tract 15-B, Union Township, Union County, New Jersey, February 25, 1929, Frank B. Crawford, Builder Grassmann & Kreh, Civil Engineers, Elizabeth, N.J.", which map was filed in the Register's Office of Union County on March 23, 1929 as Map No. 132-F.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 10 in Block 2718 on the Township of Union Tax Map.

Drawn in accordance with a survey prepared by Decker & Coriell, Inc., dated June 5, 2003.

Record & Return

MANNA & BONELLO
A PROFESSIONAL CORPORATION
COUNSELORS AT LAW
648 OCEAN AVENUE
P.O. BOX 3088
WEST END, NEW JERSEY 07740

MIL0667-0285

Loan No: 1321503605

MORTGAGE
(Continued)

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WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. EACH GRANTOR ACKNOWLEDGES RECEIPT, WITHOUT CHARGE, OF A TRUE AND CORRECT COPY OF THIS MORTGAGE. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x Joseph DiBlasi (Seal)
Joseph DiBlasi, individually

x Krystyna DiBlasi (Seal)
Krystyna DiBlasi, individually

Signed, acknowledged and delivered in the presence of:

x John F. Bonello
Witness
x John F. Bonello
Witness

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New Jersey)
COUNTY OF Monmouth) ss

BE IT REMEMBERED that on this 18 day of June, 2003, before me, the undersigned authority, personally appeared Joseph DiBlasi and Krystyna DiBlasi who, I am satisfied, are the persons named in the foregoing instrument, and I having first made known to them the contents thereof, they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed. All of which is hereby certified.

JOHN L. BONELLO
ATTORNEY-AT-LAW OF THE
STATE OF NEW JERSEY

John F. Bonello
[Notary Public] att - NJ

UNION COUNTY

THE WITHIN MORTGAGE HAVING BEEN FULLY
PAID AND SATISFIED YOU ARE HEREBY
AUTHORIZED TO CANCEL SAME OF RECORD.

COMMERCE BANK/SHORE, N.A.

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MANNA & BONELLO
COUNSELORS AT LAW
P.O. BOX 3088
WEST END

Mortgage

NJ 07740
Recording Fee
RT Fee

Inst. #
311847

Paid
90.00
.00

M10667-0290

END OF DOCUMENT